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PTO/SB/21 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

<b>TRANSMITTAL FORM</b>  (to be used for all correspondence after initial filing)		Application Number	09/489,594
		Filing Date	January 21, 2000
		First Named Inventor	Donald J. MACLEOD
		Art Unit	3676
		Examiner Name	V. Patel
Total Number of Pages in This Submission	22	Attorney Docket Number	146712007700

**ENCLOSURES (Check all that apply)**

<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s)  <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s)  <input type="checkbox"/> Reply to Missing Parts/ Incomplete Application  <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address (1 page) <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter  <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): <ul style="list-style-type: none"><li>• Statement Under 37 CFR 3.73(b) w/copies of Assignment document, and Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor and accompanying documents (20 pages total)</li><li>• Return Receipt Postcard</li></ul>
<b>Remarks</b>		

**SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT**

Firm Name	MORRISON & FOERSTER LLP (Customer No. 50269)		
Signature			
Printed name	Christopher B. Eide		
Date	February 16, 2005	Reg. No.	48,375

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV544979718US, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: February 16, 2005

Signature:

(Georgina Matos)



PTO/SB/82 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	09/489,594
	Filing Date	January 21, 2000
	First Named Inventor	Donald J. MACLEOD
	Art Unit	3676
	Examiner Name	V. Patel
	Attorney Docket Number	146712007700

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 50269☒ Please change the correspondence address for the above-identified application to:☒ The address associated with  
Customer Number:

50269

OR

☐ Firm or  
Individual Name

Address

City

Country

State

Zip

Telephone

Fax

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Date

Telephone

(831) 439-7319

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒

\*Total of 1 forms are submitted.

Client Ref. No.: STL-2801

sf-1867840



**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Donald J. MACLEOD et al.  
Application No./Patent No.: 09/489,594 Filed/Issue Date: January 21, 2000  
Entitled: APPARATUS & METHOD FOR FORMING A ROTATABLE FERROFLUIDIC SEAL BETWEEN A SHAFT AND A HUB  
SEAGATE TECHNOLOGY LLC, a limited liability company  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:  
A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:  
1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
☐ Additional documents in the chain of title are listed on a supplemental sheet.  
☐ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Raghunath S. Minisandram  
Signature

2/14/05  
Date

Raghunath S. Minisandram  
Printed or Typed Name

(831) 439-7319  
Telephone Number

Sr. Director Of Intellectual Property  
Title

Attorney Docket No.: 146712007700  
Client Ref. No.: STL-2801

## ASSIGNMENT

COPY

Attorney Docket No.: 8032801  
Seagate Docket No.: SEA 2801

1520 Hall Ranch Rd. Santa Cruz Ca. 95065  
~~59 Erba Lane, Scotts Valley, CA 95066~~; Robert Michael Pelstring, 127 De La Costa Avenue, Santa Cruz, CA 95060; Marten Fredrick Byl of 24750 Miller Hill Road, Los Gatos, CA 95030; Jeffrey Arnold LeBlanc of 6565 Oakridge Road, Aptos, CA 95003, Tan Hung Pham of 111 Bean Creek Road, Scotts Valley, CA 95066; Robert A. Nottingham, 1816 Hector Lane, Santa Cruz, California 95062, and Michael James Whittome of 24 A Meadow Way, Scotts Valley, CA 95066, USA, am the inventor of an invention entitled **APPARATUS AND METHOD FOR FORMING A ROTATABLE FERROFLUIDIC SEAL BETWEEN A SHAFT AND A HUB** that is the subject matter of:

- ☐ a provisional application for Letters Patent which is identifiable in the United States Patent and Trademark Office by Application No. \_\_\_\_\_ filed on \_\_\_\_\_;
- ☒ an application for Letters Patent which is identifiable in the United States Patent and Trademark Office by Application No. 09/489,594 filed on January 21, 2000; and
- ☐ an international application for Letters Patent filed pursuant to the Patent Cooperation Treaty which is identifiable in the United States Receiving Office by Application No. \_\_\_\_\_ filed on \_\_\_\_\_; and

WHEREAS, Seagate Technology LLC, a limited liability company organized and existing under the laws of the State of Delaware and the United States of America, and having offices at 920 Disc Drive, Scotts Valley, California 95066 USA, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the applications, and any and all Letters Patent or similar foreign or domestic legal protection;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I transfer to Assignee, its successors and assigns, my entire right, title and interest in and to the invention, the above-identified applications, all provisional applications from which any of the above-identified applications claim priority, corresponding domestic and foreign applications, any continuation, division, renewal, or substitute for the applications, all Letters Patent, any reissue, re-examination, or similar legal protection issuing related to the Letters Patent, and all rights and benefits under any applicable treaty or convention; and I authorize the Director of the United States Patent and Trademark Office or foreign equivalent to issue the Letters Patent or similar legal protection to the Assignee.

I authorize the Assignee, its successors and assigns, to insert in this instrument the filing date(s) and application numbers when ascertained. I further authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries and appoint Assignee the common representative in the above identified international application and any international application for the invention.

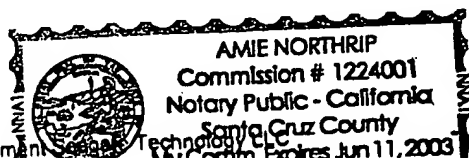
I represent to the Assignee, its successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute and deliver to Assignee or its legal representatives such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries, including without limitation providing testimony in any related interference, litigation or proceeding.

Donald James MacLeod  
DONALD JAMES MACLEOD (Inventor)

Subscribed and sworn to before me at Amie Northrip, 9:55am, a Notary Public, this  
7 day of January, 2002.

Amie Northrip  
Notary Public

(SEAL)



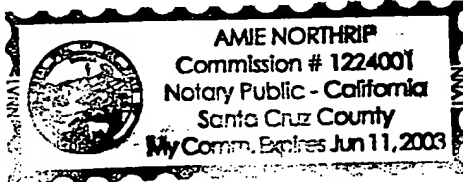
Rev. January 10, 2001

Attorney Docket No. 8032801  
Serial No. 09/489,594

  
ROBERT MICHAEL PELSTRING (Inventor)

Subscribed and sworn to before me at Amie Northrip, 1:49 pm a Notary Public, this  
19 day of December, 2001.

(SEAL)



Amie Northrip  
Notary Public

MARTEN FREDRICK BYL (Inventor)

Subscribed and sworn to before me at \_\_\_\_\_, a Notary Public, this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

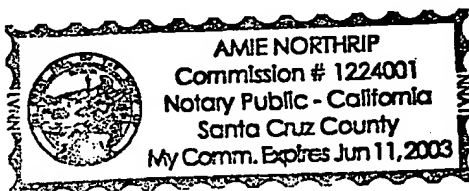
(SEAL)

\_\_\_\_\_  
Notary Public

  
JEFFERY ARNOLD LEBLANC (Inventor)

Subscribed and sworn to before me at Amie Northrip, 4:03 pm a Notary Public, this  
23 day of January, 2002.

(SEAL)

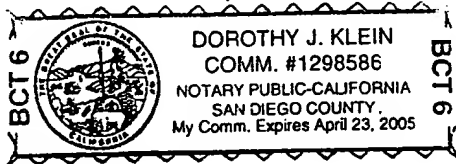


Amie Northrip  
Notary Public

State of California )  
 ) SS.  
County of San Diego )

Tan Hung 12/27/2001  
TAN HUNG PHAM (Inventor)

Subscribed and sworn to before me at San Marcos, California, a Notary Public, this  
27<sup>th</sup> day of December, 2001.



Dorothy J. Klein  
Notary Public

\_\_\_\_\_  
ROBERT ALAN NOTTINGHAM (Inventor)

Subscribed and sworn to before me at \_\_\_\_\_, a Notary Public, this  
\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
MICHAEL JAMES WHITTOME (Inventor)

Subscribed and sworn to before me at \_\_\_\_\_, a Notary Public, this  
\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

Attorney Docket No. 2801  
Serial No. 09/489,594

TAN HUNG PHAM (Inventor)

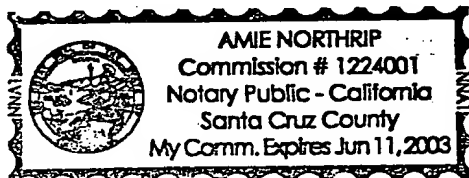
Subscribed and sworn to before me at \_\_\_\_\_, a Notary Public, this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

ROBERT ALAN NOTTINGHAM (Inventor)

Subscribed and sworn to before me at Amie Northrip, 4:10 pm, a Notary Public, this  
23 day of January, 2002.

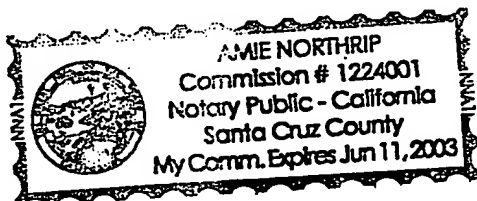


(SEAL)

Amie Northrip  
Notary Public

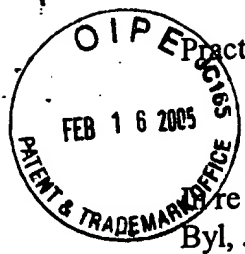
MICHAEL JAMES WHITTOME (Inventor)

Subscribed and sworn to before me at Amie Northrip, 4:00 pm, a Notary Public, this  
23 day of January 2002.



(SEAL)

Amie Northrip  
Notary Public



Practitioner's Docket No. STL 2801

Patent

COPY

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Re application of: Donald James Macleod, Robert Michael Pelstring, Marten Frederick Byl, Jeffry Arnold Leblanc, Tan Huan Pham, Robert Alan Nottingham, and Michael James Whittome

For: "APPARATUS AND METHOD FOR FORMING A ROTATABLE FERROFLUIDIC SEAL BETWEEN A SHIFT AND A HUB"

The specification of which was filed on January 21, 2000 as U.S. patent No. 09/489,594).

**STATEMENT OF FACTS IN SUPPORT OF FILING  
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. SECTION 1.47)**

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration and assignment by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

**IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS**

Carolyn D. Radmanovich  
Seagate Technology LLC  
920 Disc Drive  
Scotts Valley, California 95066

Sr. Legal Secretary  
Intellectual Property



## **EFFORTS DURING CONVENTION YEAR TO PREPARE APPLICATION AND OBTAIN INVENTOR'S SIGNATURE**

I ascertained the inventor, Marten Byl's e-mail addresss through the MIT webside. On March 19, 2002 I e-mailed the inventor, Marten Byl, at mbyl@MIT.EDU, asking him to print out and sign the attached Assignment and asking what his correct address was. On March 19, 2002 he returned my e-mail stating, "Sorry about being so difficult to get ahold of. The home address is fine. But simply address it

Marten Byl  
38 Lawn St.  
Cambridge, MA 02138.

Do not send it in a method that requires a signature since I am on campus most days starting at 9 am until 12-14 hrs later." On March 19, 2002 I sent the Assignment along with a letter via regular U.S. mail to the inventor's home address as he requested, enclosing a self-addressed, stamped envelope. I also stated in my letter that if I did not receive the executed document back by April 3, 2002 that it would constitute a refusal by him to sign the documents. However, I did not receive the Assignment back.

On April 10, 2002 I again wrote to Marten Byl asking him to find the letter I mailed to his home, sign the Assignment and return it. I also stated that if I didn't hear back from him I would resend it Certified, Return Receipt requested which would have to be picked up at the post office.

I again sent a letter of explanation and Declaration and Assignment via Certified Mail to his last known address at 38 Lawn Street, Cambridge, MA 02138, Return Requested receipt mailed May 8, 2002, along with a self-addressed, stamped envelope. I also stated in my letter that if I did not receive the executed document back by May 30, 2002 that it would constitute a refusal by him to sign the documents. My envelope was returned by the post office as unclaimed on June 19, 2002.

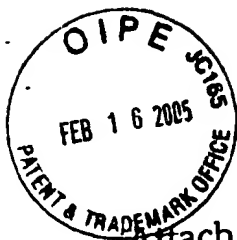
To date I have not received the executed Assignment from Mr. Byl.

## **LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR**

Marten Byl  
38 Lawn Street  
Cambridge, MA 02138

Date: July 26, 2002

  
Carolyn D. Radmanovich



## At-Will Instructions

Attached is the At-Will Employment, Confidential Information and Invention Assignment Agreement.

- Please read it carefully and complete and sign Exhibit A (page 5) as required.
- Please do not sign General Provisions (pages 3 & 4). You will be asked to sign those pages during Orientation with a representative of the Staffing Department as witness.
- Please do not sign Exhibit C (page 7).
- We will return the entire document to you; however, we will be keeping one copy of Exhibit A and one copy of the General Provisions page in your employee file.

CALIFORNIASEAGATE US LLC

COPY

**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with SEAGATE US LLC, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

**At-Will Employment:** I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option of either the Company or myself, with or without notice.

**Confidential Information**

**Company Information:** I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without advanced written authorization from the Executive Vice President of Finance, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

**Former Employer Information:** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

**Third Party Information:** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

**Patents**

**Patents and Patent Applications:** I have attached hereto, as Exhibit A, a list describing all patents, patent applications and published works of authorship which were made by me prior to my employment with the

Company, which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such patents, patent applications or published works of authorship. If in the course of my employment with the Company, I incorporate into a Company (or Company-designee) product, process or machine a prior invention on which I have a patent or have applied for a patent, or in which I have an interest, I hereby grant to the Company, or its designee, a nonexclusive, royalty-free, assignable, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such prior patent as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee (including but not limited to Seagate Technology LLC), all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

Inventions Assigned to Third Parties: I agree to assign to the United States government or other third party all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States or other third party by a contract between the Company and such third party or any of its agencies.

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights, or those of its designee, in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable, because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Agreement requiring assignment of inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in

writing of any inventions that I believe meet the criteria in California Labor Code section 2870 and not otherwise disclosed on Exhibit A.

Returning Company Documents: I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, software, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

Notification of New Employer: In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

Solicitation of Employees: I agree that after the termination of my employment my right to contact current Company employees will be proscribed in accordance with this document and applicable law which prohibits, among other things, the unlawful solicitation of employees and/or interference with employment contracts and relationships. For example, I may not solicit a current Seagate employee for other employment by unfair or deceptive means, which include, but are not limited to, using information about the employee gained while I was employed at Seagate, such as information pertaining to an employee's salary history, job history, particular talents, personal characteristics and other pertinent information.

Representations: I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

### Arbitration and Equitable Relief

Arbitration: Except as stated below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Santa Cruz County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

Equitable Remedies: I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this document. Accordingly, I agree that if I breach any of such sections, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

### General Provisions

Governing Law; Consent to Personal Jurisdiction: This Agreement will be governed by the laws of the State of California. I hereby expressly consent to the personal jurisdiction of the state and federal courts

located in California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Successors and Assigns: This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Employee (typed or printed)

\_\_\_\_\_  
Witness

**EXHIBIT A**

**LIST OF PRIOR PATENTS, PATENT APPLICATIONS  
AND PUBLISHED WORKS OF AUTHORSHIP**

Title

Date

**Identifying Number  
or Brief Description**

\_\_\_\_\_ No Patents, Patent Applications or Published Works of Authorship

\_\_\_\_\_ Additional Sheets Attached

I understand that any prior work which is not published or subject to a patent or a patent application constitutes part of my skill and knowledge and that if I voluntarily choose to use such skill and knowledge in performing my work for Seagate that such work product is subject to the Assignment of Inventions provisions of Seagate Policy Number 1090A.

Signature of Employee: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B****CALIFORNIA LABOR CODE SECTION 2870  
EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS**

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
- (2) Result from any work performed by the employee for the employer.

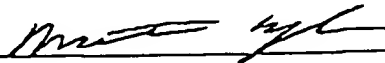
To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.



Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Successors and Assigns: This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

1/02/09  
Date

  
Signature

Marten Egl  
Name of Employee (typed or printed)

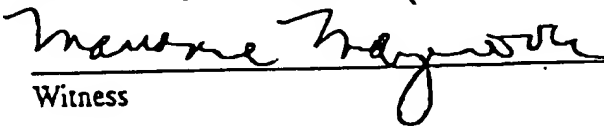
  
Witness

EXHIBIT ALIST OF PRIOR PATENTS, PATENT APPLICATIONS  
AND PUBLISHED WORKS OF AUTHORSHIP

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
The design of a Human controlled Leaning Vehicle	10/95	Master's thesis

       No Patents, Patent Applications or Published Works of Authorship

       Additional Sheets Attached

I understand that any prior work which is not published or subject to a patent or a patent application constitutes part of my skill and knowledge and that if I voluntarily choose to use such skill and knowledge in performing my work for Seagate that such work product is subject to the Assignment of Inventions provisions of Seagate Policy Number 1090A.

Signature of Employee:

Marten Ryl

Print Name of Employee:

Marten Ryl

Date:

1/02/96



Seagate Technology  
Intellectual Property Department  
920 Disc Drive, Building 15  
Scotts Valley, CA 95067-0360

May 8, 2002

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED #7000 1670 0007 5942 9106**

Marten F. Byl  
38 Lawn Street  
Cambridge, MA 02138

Re: U.S. Patent Application Serial No. 09/489,594  
"Apparatus And Method For Forming A Rotatable Ferrofluidic Seal  
Between A Shaft And A Hub"  
Our Docket No.: STL 2801

Dear Mr. Byl:

Enclosed please find a copy of the above-identified U.S. patent application as filed on January 21, 2000. Also enclosed for your signature is a Declaration and Assignment. Please review the application and if it meets with your approval, sign the Assignment in the presence of a Notary Public. The enclosed Declaration document must also be executed on the signature page, however notarization is not required. Place your initials and the date next to any changes made to the document.

Return the executed documents to us by May 30, 2002 in the enclosed self-addressed stamped envelope. If we receive no response by that date it will constitute a refusal by you to sign the documents.

Seagate will reimburse you the notary fees. Please send us a copy of your receipt. If you have any questions or comments concerning this matter, please do not hesitate to contact me at 831-439-7075. Your cooperation in this matter is appreciated.

Very truly yours,

Carolyn Radmanovich  
Sr. Legal Secretary  
Intellectual Property Department

Enclosures



7000 1670 0007 5942 9106


**Seagate**

**Seagate Technology**  
Intellectual Property  
920 Disc Drive, Building 15  
Scotts Valley, CA 95066

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Marten F. Byl  
38 Lawn Street  
Cambridge, MA 02138

*[Signature]*  
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1. Article Addressed to:  
**Harten F. Byl**  
**38 Lawn St.**  
**Cambridge MA 02138**

102595-92-M-2007

PS Form 3811, July 1999

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- Attach this card to the back of the mailpiece, or on the front if space permits.

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A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature <b>X</b>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
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2. Article Number (Copy from service label)

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PS Form 3811, July 1999

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Sent To Marten F. Byl  
 Street, Apt. No., or PO Box No. 38 Lawn Street  
 City, State, ZIP+4 Cambridge MA 02138

PS Form 3800, May 2000 See Reverse for Instructions

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